



Amendment No. 2  
to  
Contract No. PA180000082  
for  
City of Austin General Liability Insurance  
between  
Texas Municipal League Intergovernmental Risk Pool  
and the  
City of Austin

- 1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be effective October 1, 2020 through September 30, 2021. Two options remain.
- 2.0 The total contract amount is increased by \$6,804.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2018 – 09/30/2019	\$6,804.00	\$6,804.00
Amendment No. 1: Option 1 – Extension 10/01/2019 – 09/30/2020	\$6,804.00	\$13,608.00
Amendment No. 2: Option 2 – Extension 10/01/2020 – 09/30/2021	\$6,804.00	\$20,412.00

- 3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Printed Name: Cindy Reyes  
Authorized Representative

Sign/Date: Cindy Reyes  
Digitally signed by Cindy Reyes  
Date: 2020.08.18 09:30:36  
-05'00'

Cindy Reyes  
Contract Management Specialist III  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
to  
Contract No. PA18000082  
for  
Building Management Occupant Satisfaction Assessment  
between  
Texas Municipal League Intergovernmental Risk Pool  
and the  
City of Austin

- 1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be effective October 1, 2019 through September 30, 2020. Three options remain.
- 2.0 The total contract amount is increased by \$6,804.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2018 – 09/30/2019	\$6,804.00	\$6,804.00
Amendment No. 1: Option 1 – Extension 10/01/2019 – 09/30/2020	\$6,804.00	\$13,608.00

- 3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Printed Name: Cindy Reyes  
Authorized Representative

Sign/Date: \_\_\_\_\_

 9.18.19

Cindy Reyes  
Contract Management Specialist III  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Texas Municipal League Intergovernmental Risk Pool ("Contractor")  
for  
City of Austin General Liability Insurance  
MA 5800 PA18000082**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Texas Municipal League Intergovernmental Risk Pool having offices at 1821 Rutherford Lane, Austin, Texas, 78754 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFQ 5800 SSC2000.

**1.1 This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, RFQ, 5800 SSC2000 including all documents incorporated by reference

1.1.3 Texas Municipal League Intergovernmental Risk Pool Offer, dated August 17, 2018, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.2.4 **Term of Contract.** The Contract shall commence on October 1, 2018, and shall remain in effect for an initial term of 12 months. The Contract may be extended beyond the initial term for up to four (4) additional twelve (12) month periods at the City's sole option.

**1.3 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$6,804 for the initial Contract term and annual rerating will be done for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

**1.4 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

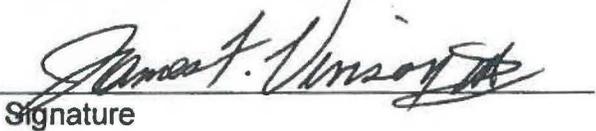
In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**Texas Municipal League  
Intergovernmental Risk Pool**

**CITY OF AUSTIN**

James F. Vinson

Printed Name of Authorized Person



Signature

Underwriting Unit Lead

Title:

9/13/18

Date:

Sydney Ceder

Printed Name of Authorized Person



Signature

Procurement Specialist III

Title:

9/14/18

Date:

**Liability Proposal Acceptance Form**

Directions: This form and the Interlocal Agreement must be completed, signed and returned. If time is of the essence, you may wish to use an express mail service or a facsimile copier. In the event you submit these documents by facsimile, the originals must still be sent by regular mail. (Note: Rural Fire Prevention Districts and Emergency Service Districts must provide other documents before coverage is effective.) Please indicate with (X) the coverages and method of payment that you are accepting.

RETURN TO: Texas Municipal League Intergovernmental Risk Pool, Underwriting Department  
 P.O. Box 149194, Austin, Texas 78714-9194  
 Phone: (512) 491-2300 or 1-800-537-6655 FAX: (512) 491-2404

Coverage	Limits	Deductible	Contribution	***Effective Date	Anniversary Date
( ) General Liability	\$ <u>1,000,000</u>	\$ <u>0</u>	\$ <u>6,804</u>	<u>10/1/2018</u>	<u>10/1/2019</u>
( ) Cyber Liability and Data Breach	\$ _____	\$ _____	\$ _____	_____	_____

Method of Payment: ( ) Quarterly ( ) Annually (2% Discount)

I, the undersigned, as an authorized representative of: 2906 Austin - City Hall  
do hereby accept on behalf of the above named political subdivision, the portion of the proposal as indicated above.

Signature of Authorized Official: *Sydney Cedar*

Title: Procurement Specialist III

Date: \_\_\_\_\_

Office Use Only

The signed Interlocal Agreement must accompany this form.

Contribution: \_\_\_\_\_ Verified by: \_\_\_\_\_  
 ( ) New ( ) Re-awarding ( ) Adding Coverage Entity ID: 2906

\* ACV=Actual Cash Value, AV=Agreed Value  
 \*\* This form must be accompanied by the Warrant of Incident Report if Prior Acts Coverage is elected.  
 \*\*\* Effective date cannot precede signature date.



**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

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**Solicitation: SSC2000**

**Addendum No: 3**

**Date of Addendum: July 27, 2018**

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This addendum is to incorporate the following changes to the above referenced solicitation:

- I. The due date for questions or clarification has been extended and must be submitted in writing to the Purchasing Office by 4:00 P.M. on August 13, 2018. **All requests must be sent to the attention of Sydney Ceder at [sydney.ceder@austintexas.gov](mailto:sydney.ceder@austintexas.gov).**
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Sydney Ceder  
Sydney Ceder, Procurement Specialist III  
Purchasing Office, (512) 974-2225

7/27/18

Date

ACKNOWLEDGED BY:

James F. Vinson III  
Name

James F. Vinson III  
Authorized Signature

7/27/18

Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

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**Solicitation: SSC2000**

**Addendum No: 2**

**Date of Addendum: July 23, 2018**

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This addendum is to incorporate the following changes to the above referenced solicitation:

- I. The solicitation due date is hereby extended until Monday, August 20, 2018 10:00 A.M.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: \_\_\_\_\_

*Sydney Ceder*  
Sydney Ceder, Procurement Specialist III  
Purchasing Office, (512) 974-2225

7/23/18  
Date

ACKNOWLEDGED BY: \_\_\_\_\_

James F. Vinson III

Name

*James F. Vinson III*  
Authorized Signature

7/24/18

Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**



**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

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**Solicitation: SSC2000**

**Addendum No: 1**

**Date of Addendum: July 18, 2018**

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This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarifications: Replace** bid sheet Section 0600, Quote Sheet, Page 1 of 1, with the attached.

**Add** the following insurance requirement to Paragraph 2 of Section 0400, Supplemental Purchasing Provisions "Insurance":

Professional Liability Insurance: The Contractor shall provide coverage, at a minimum limit of \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

**Replace** Paragraph 5 of Section 0400, Supplemental Purchasing Provisions "Invoices and Payment" with the following with the change in bold:

**INVOICES and PAYMENT**: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Human Resources Department
Attn:	<b>Risk Management</b>
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767-8865

The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Sydney Ceder 7/18/18  
Sydney Ceder, Procurement Specialist III Date  
Purchasing Office, (512) 974-2225

ACKNOWLEDGED BY:  
James F. Vinson III James F. Vinson III 7/19/18  
Name Authorized Signature Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Texas Municipal League Intergovernmental Risk Pool

Company Address: PO Box 149194

City, State, Zip: Austin, TX 78754

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: James F. Vinson III

Title: Underwriting Unit Lead

Signature of Officer or Authorized Representative: 

Date: 8/17/18

Email Address: jvinson@tmlirp.org

Phone Number: (512) 491-2450

**\* Completed Quote Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 4:00 p.m. on July 23, 2018.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

i. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

- (1) The policy shall contain the following provisions:
  - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
  - (b) Contractor/Subcontracted Work.
  - (c) Products/Completed Operations Liability for the duration of the warranty period.
  - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four (4) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**4. OTHER REQUIREMENTS:**

- A. Cost for premiums submitted **must** include all taxes and other fees that will be applied.
- B. The City reserves the right to receive updated annual premium quotes from the awarded Contractor for the extension options.

**5. INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Human Resources Department
Attn:	Administration Division
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767-8865

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

7. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Benny VandenAvond - Human Resources Department – Risk Management Division

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benny.vandenavond@austintexas.gov

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(512) 974-3264

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# Request for Quote City of Austin General Liability Insurance

## 1.0 Purpose

The City of Austin seeks to obtain quotes for the broadest coverage available in the current market place for General Liability Insurance for the daily operations and activities conducted at the City of Austin's City Hall building. The City will award a contract to one (1) contractor.

Carrier specific applications (if required) will be completed upon acceptance of the best quote offer by Proposer.

## 2.0 Background Information

The City Hall facility is located at 301 West 2<sup>nd</sup> Street, Austin, TX 78701. This building is the location for the daily operations of several city departments, the offices of the City Manager and Assistant City Managers and the City Council Members. The building also contains the City Council Chambers where City Council holds their public meetings.

The building is constructed with an atrium, two balconies, an outside plaza and an underground parking garage. Under limited circumstances, the building including the plaza, mezzanine and amphitheater areas may be reserved for training, receptions or other events that have a public purpose including public service announcements, press releases, protests and cultural events that are open to the public. The City hosts events at these locations throughout the year. All events taking place within City Hall will be sponsored by members of the City Council or the City Manager.

### **The City anticipates the following monthly schedule:**

- Balconies – 1 event such as sister cities luncheons, small receptions
- Atrium/Foyer – 3 events such as art exhibitions, press conferences and receptions
- Plaza/Mezzanine – 1-5 events such as noon time concerts, press conferences, rallies, a gathering place for marches, and cultural events

### **Austin Fire Department Code for maximum occupancy:**

- Balconies – 49 persons
- Atrium/Foyer – 836 persons
- Plaza/Mezzanine – not rated due to its openness. The amphitheater holds 150 seated comfortably

### **Square footage of City Hall and Parking Garage:**

- Building (all floors) – 119,000 gross SF of occupied space
- Plaza/Mezzanine – 58,000 gross SR
- Parking Garage (all levels) – 300,000 gross SF

### **Additional Underwriting Information**

- All caterers and contractors providing services for events are required to provide proof of insurance showing the City as an additional insured on all appropriate policies.
- There are two entries for the public into the facility. All other doors are fitted with card activated security systems accessible by City employees and approved contractors only.
- City Hall has security services that include scanning of all bags and metal detection systems for the public entering the facility.
- There is no direct public access to the building from the parking garage.

### **Tenant Information**

1. The City Hall building has two retail spaces available for lease on the first floor of the building. The current tenants are Austin Java, a restaurant, and Austin Rocks, a music lifestyle retail boutique. Access to these areas is limited to their own entrances from the street. The lease agreements require the following insurance be carried by the tenants:

Commercial General Liability for \$1,000,000 per occurrence

- Fire Legal Liability
- Independent Contractors
- City named as Additional Insured
- Waiver of Subrogation in favor of the City of Austin
- Thirty (30) Day Notice of Cancellation in favor of the City

Business Interruption Insurance

2. Additional Insurance requirements are in place for all contractors hired to perform construction services: These coverages include General Liability, Auto Liability, Texas Workers Compensation/Employers Liability and Builders Risk.

### **3.0 Insurance Carrier History**

Texas Municipal League has written this policy for the City since coverage inception in 2004.

## Claim & Premium History

Policy Term	Premium	Number of Claims	Reserves	Amount Paid
2004-2005	\$ 3,050	0	0	0
2005-2006	\$16,619	1	0	0
2006-2007	\$14,600	0	0	0
2007-2008	\$13,140	0	0	0
2008-2009	\$10,874	0	0	0
2009-2010	\$ 8,928	0	0	0
2010-2011	\$ 7,371	1	0	0
2011-2012	\$ 6,470	0	0	0
2012-2013	\$ 6,538	0	0	0
2013-2014	\$ 6,603	0	0	0
2014-2015	\$ 6,735	0	0	0
2015-2016	\$ 6,735	0	0	0
2016-2017	\$ 6,804	0	0	0
2017-2018	\$ 3,402	0	0	0

2005-2006 – Claim was filed by a citizen who alleged injuries from a fall. The claim was denied and never contested.

2010-2011 – Subrogation claim for damage to a vehicle in the parking garage from striking the overhead sprinkler. The claim was denied and never contested.

### City Insurance Policies

The City provides property coverage for the City Hall building and contents under a Blanket Property insurance policy purchased by the City. The current carrier for this coverage is FM Global. The policy is written on a special causes of loss form for replacement cost.

The City of Austin is self-insured for all other coverages. A Liability Reserve Fund has been established and is operated by the Controllers Office in conjunction with the Law Department.

### Requested Insurance Coverage Requirements

Insurance shall be written by companies authorized to do business in the State of Texas at the time the policy is issued and shall be written by companies with an A.M. Best Rating of B+VII or better (or similar documented financial strength as deemed acceptable by the City).

Policy shall be written with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate and must include Host Liquor Liability coverage.

**Quote Sheet**  
**City of Austin General Liability Insurance**  
**July 27, 2018**

<b>Commercial General Liability Coverage</b>	<b>First Year Premium</b>	<b>Second Year Est Premium</b>	<b>Third Year Est Premium</b>	<b>Fourth Year Est Premium</b>	<b>Fifth Year Est Premium</b>
Commercial General Liability with Limits of \$1 Million per Occurrence /\$2 Million Aggregate with a \$0 deductible	\$6,804	*	*	*	*

Insurance Carrier Commission Percentage Earned (and included above premiums)?   0  %

\* Coverage is continuous until cancelled. Proposed contribution is for a 12-month period or annual term. Contribution is rerated annually.

**Section 0700: Reference Sheet**

Responding Company Name Texas Municipal League Intergovernmental Risk Pool

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Corpus Christi  
Name and Title of Contact Gilbert Sanchez, Risk Manager  
Project Name Pool Member  
Present Address PO Box 9277  
City, State, Zip Code Corpus Christi, TX 78469  
Telephone Number (361) 826-3739 Fax Number (361) 826-3697  
Email Address gilberts2@cctexas.com

2. Company's Name City of Laredo  
Name and Title of Contact Claudia Poblano, Risk Manager  
Project Name Pool Member  
Present Address 1102 Bob Bullock Loop  
City, State, Zip Code Laredo, TX 78043  
Telephone Number (956) 727-6481 Fax Number (956) 727-6485  
Email Address cpoblano@ci.laredo.tx.us

3. Company's Name City of McAllen  
Name and Title of Contact Kevin Pagan, City Attorney  
Project Name Pool Member  
Present Address PO Box 220  
City, State, Zip Code McAllen, TX 78505  
Telephone Number (956) 681-1410 Fax Number (956) 681-1099  
Email Address kpagan@mcallen.net

**City of Austin, Texas**  
**Section 0800**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**  
**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 17th day of August, 2018

CONTRACTOR TMLIRP

Authorized Signature



Title

Underwriting Unit Lead

**Section 0835: Non-Resident Bidder Provisions**

Company Name Texas Municipal League Intergovernmental Risk Pool

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_



Workers' Compensation • Property • Liability

August 17, 2018

Ms. Sydney Ceder  
Purchasing Specialist III  
City of Austin  
Purchasing Office  
124 West 8<sup>th</sup> Street, Room #308  
Austin, Texas, 78701

RE: Proposal for General Liability Coverage: Austin – City Hall

Dear Ms. Ceder:

The Texas Municipal League Intergovernmental Risk Pool (the Pool) is pleased to provide this proposal for coverages as requested. Please review each section carefully.

There are a few points to which I would like to draw your attention:

Cumulatively over the past seven years, Liability rates have been reduced 25%, Workers' Compensation rates 21.8% and Property rates 16.3%.

The Pool's Board of Trustees has implemented a Return of Equity Policy that applies to the Liability, Property and Worker's Compensation Funds. Members become eligible for equity return consideration once they have participated in the Pool for at least one year and continue to be a Member when the equity return is distributed. The Pool has returned over \$100 million of Member's equity in 16 of the past 19 years.

The Pool recognizes that the most effective way to stabilize or lower rates is to prevent losses from occurring or, if they do occur, to minimize their impact through effective claims handling. Loss prevention services including site visits by loss prevention representatives, attendance at loss prevention seminars, access to the Pool's extensive loss prevention video library and online training are available to all of the Pool's members at no additional cost.

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

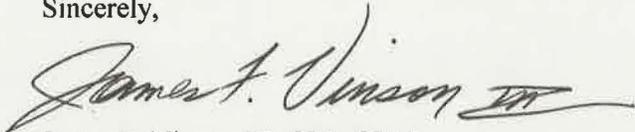
If full payment is made within 30 days of receipt of the first bill, the contribution will be reduced 2%. If quarterly payments are preferred, there is no interest charge or payment fee.

A Proposal Acceptance Form is included for the coverage being offered in this proposal. In order to bind coverage, please:

1. Complete and sign the Proposal Acceptance Form.
2. Return original documents to:  
Texas Municipal League Intergovernmental Risk Pool  
Underwriting Department  
P.O. Box 149194  
Austin, Texas 78714-9194

If you have any questions concerning this proposal, please call Chase Patton, your Member Services Manager, at (512) 491-2497. You may also reach me at (512) 491-2450.

Sincerely,



James F. Vinson III, CIC, CRM  
Underwriting Unit Lead

Copy to: Chase Patton, Member Services Manager



## COVERAGE CLARIFICATIONS

### **Best's Rating and Reinsurance**

The Texas Municipal League Intergovernmental Risk Pool is a self-insurance pool and therefore is not rated by the A.M. Best Company, which rates insurance and reinsurance companies. Standard & Poor's, which rates intergovernmental pools, has assigned to the Pool a financial strength rating of 'A' with a stable outlook. The rating is based on the Pool's strong and well-established position in the Texas local government market, high retention of members, and very strong capitalization.

All of the Pool's reinsurers have an A.M. Best rating of "A-" or better or are rated "A" by Standard & Poor's. Reinsurers are identified on the Excess Fact Sheet included with this proposal. Also included is a copy of the Pool's latest annual financial summary report. The Pool is a participating member in the National League of Cities Mutual Insurance Company which provides additional financial support to the Pool.

A complete copy of the S&P report and the Pool's latest annual financial report containing the annual audit including the auditors' opinions and all accompanying notes may be found on the Pool's website at [www.tmlirp.org](http://www.tmlirp.org) under the Finance Department.

The Pool has been recognized since 1998 by the Association of Governmental Risk Pools (AGRiP) as being in compliance with the AGRiP Advisory Standards for Public Entity Risk and Employee Benefits Pools. AGRiP's Advisory Standards cover all aspects of pool management and governance. AGRiP is a leading national association for pool management and is recognized as an authority on intergovernmental risk and benefits pooling.

### **Agents' / Brokers' Errors & Omissions Liability Coverage**

The TML-IRP works directly with eligible governmental entities and does not utilize the services of insurance agents or brokers. As a result, an Errors & Omissions policy is not required. The TML-IRP assumes direct responsibility for any situations that might require this type of coverage.

L101: 04-14-09  
RP08403  
JVINSON

Texas Municipal League Intergovernmental Risk Pool  
Proposal Liability Schedule

Page 1  
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12:44:23

Entity ID . . . . . 2906  
Entity Name . . . . . Austin - City Hall  
Contract type / Proposal ID . . . . . LIAB / 19 10-01-18 to 10-01-19  
Liability territory . . . . . 005  
Population . . . . . 681,804

Class Code	Classification Description	Reported Exposure
SP99999A	Special Events-(Primary Coverage) Rating Basis: Number of events	7
46622	Parking-Private Rating Basis: Total square feet	300,000
61215	Buildings/Offices Rating Basis: Total square feet	119,000
63212	Arenas, Auditoriums, etc. Rating Basis: Total square feet	58,000
Coverage: 20	General Liability 10-01-18 to 10-01-19	
25001	Information Security and Privacy Liability Rating Basis:	1
25002	Breach Response Services Rating Basis:	1
Coverage: 25	Cyber Liability and Data Breach Response 10-01-18 to 10-01-19	

Notes Applicable to Fireworks and Special Events:  
Sponsored Only : The actual operation or display is performed by independent contractors.  
Primary Coverage: The actual operation or display is performed by your own employees or volunteers.

L289: 01-28-02

Texas Municipal League Intergovernmental Risk Pool

RL289\_\_01

General Liability Limit & Deductible Options

ADOUCET

Entity ID / Name . . . . . 2906 / Austin - City Hall

Contract Type / ID . . . LIAB / 19 10-01-18 to 10-01-19

Coverage Type . . . . . General Liability

Coverage Effective . . . 10-01-18 to 10-01-19

Limit Each Occurrence	Deductible per Occurrence									
	0	250	500	1,000	2,500	5,000	10,000	25,000	50,000	100,000
300,000	6,629	6,453	6,278	6,072	5,681	5,257	4,720	3,825	3,036	2,181
500,000	6,727	6,551	6,376	6,170	5,779	5,355	4,818	3,923	3,134	2,279
1,000,000	6,804	6,628	6,453	6,247	5,856	5,432	4,895	4,000	3,211	2,356
2,000,000	7,083	6,907	6,732	6,526	6,135	5,711	5,174	4,279	3,490	2,635
3,000,000	7,292	7,116	6,941	6,735	6,344	5,920	5,383	4,488	3,699	2,844
5,000,000	7,641	7,465	7,290	7,084	6,693	6,269	5,732	4,837	4,048	3,193
10,000,000	8,132	7,956	7,781	7,575	7,184	6,760	6,223	5,328	4,539	3,684

Limit shown is each occurrence. Unless otherwise noted, annual aggregate limit is twice the each occurrence limit except limits over 5 million. 10 million aggregate applies to all occurrence limits over 5 million. Contributions represented on the grid are annual contributions. Estimates based on simple proration for other than an annual term may vary from actual calculated contributions due to rounding.

## LIMITATION OF COVERAGE TO SPECIFIC LOCATIONS

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

### GENERAL LIABILITY

Entity Name : Austin - City Hall  
Entity ID : 2906  
Effective Date : 10/1/18

Notwithstanding provisions under Section III. Limits of Liability, it is understood and agreed that coverage shall apply only to **bodily injury, property damage, advertising injury and personal injury** occurring at or arising from activities at locations designated below.

### Designated Locations

Austin City Hall, 301 West 2<sup>nd</sup> Street, Austin, Texas 78701

**Liability Proposal Acceptance Form**

Directions: This form and the Interlocal Agreement must be completed, signed and returned. If time is of the essence, you may wish to use an express mail service or a facsimile copier. In the event you submit these documents by facsimile, the originals must still be sent by regular mail. **(Note: Rural Fire Prevention Districts and Emergency Service Districts must provide other documents before coverage is effective.)** Please indicate with (X) the coverages and method of payment that you are accepting.

**RETURN TO:** Texas Municipal League Intergovernmental Risk Pool, Underwriting Department  
 P.O: Box 149194, Austin, Texas 78714-9194  
 Phone: (512) 491-2300 or 1-800-537-6655 FAX: (512) 491-2404

Coverage	Limits	Deductible	Contribution	***Effective Date	Anniversary Date
( ) General Liability	\$ _____	\$ _____	\$ _____	_____	_____
( ) Cyber Liability and Data Breach	\$ _____	\$ _____	\$ _____	_____	_____

**Method of Payment:** ( ) Quarterly ( ) Annually (2% Discount)

I, the undersigned, as an authorized representative of: **2906 Austin - City Hall**  
do hereby accept on behalf of the above named political subdivision, the portion of the proposal as indicated above.

Signature of Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Office Use Only

**The signed Interlocal Agreement  
must accompany this form.**

Contribution: \_\_\_\_\_ Verified by: \_\_\_\_\_  
( ) New ( ) Re-awarding ( ) Adding Coverage Entity ID: 2906

\* ACV=Actual Cash Value, AV=Agreed Value  
\*\* This form must be accompanied by the Warrant of Incident Report if Prior Acts Coverage is elected.  
\*\*\* Effective date cannot precede signature date.